

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION**

VINCENT LUCAS	:	
	:	CASE NO. 1:16-cv-01102
	:	
VS.		
	:	DEFENDANTS' COUNTER CLAIM
TOTAL SECURITY VISION, INC.		AGAINST PLAINTIFF
Et. Al.	:	
	:	
Defendant.	:	

1. Now comes the Defendants, by and through undersigned counsel, and makes the following Counter Claims against Plaintiff.

BREACH OF CONTRACT

2. The Defendant's claims in his Complaint were the subject matter of a prior action, *Lucas v. Jolin, et al.*, Case No. 1:15-cv-108. That action included as a Defendant, "Net VOIP Communications, Inc." (hereafter referred to as "Net VOIP").

3. Defendant Mohammad Ullah, was the Duly Authorized Representative who signed a Settlement Agreement with Plaintiff Lucas in *Lucas v. Jolin* (attached as Exhibit 1 and hereafter referred to as "the Agreement").

4. The Agreement contained provisions as to who would be released from the current litigation in *Lucas v. Jolin* as well as being released from any further future litigation or other actions.

5. Defendants are both clearly within the Net VOIP released parties as defined by that agreement in paragraph 3. Defendant Mohammad Ullah is the sole share holder,

officer, director, agent and employee of both Net VOIP and Defendant Total Security Vision, Inc. Both Net VOIP and Total Security Vision, Inc. are companies owned by Defendant Ullah designed to carry out different segments in the business solutions industry and are, and have always, acting in concert as affiliates as defined in the agreement within the Net VOIP released parties.

6. Because the Defendants in this action are within the released parties as defined in the Agreement, the filing of the Complaint in this matter against these Defendants is a breach of the material terms of that Agreement.

7. Due to Plaintiff's breach of the Agreement, Defendants have suffered substantial damages defending the action in attorney fees and costs. Those damages are specifically enumerated within the Agreement wherein it states in paragraph 10 that , "Should it become necessary for either party to enforce the terms and conditions of this Settlement Agreement, the prevailing party is entitled to reasonable attorney fees and costs."

8. Jurisdiction of this Court is specifically agreed to in the Agreement in paragraph 11.

9. To date, the damages incurred by Defendants due to Plaintiff's breach of the Agreement are in excess of \$25,000.00 for attorney fees in addition to any costs incurred.

10. Defendants, therefore, request this Court find Plaintiff to be in breach of the Agreement and grant judgment in favor of Defendants in an amount in excess of \$25,000.00 for reasonable attorney fees and costs.

Respectfully submitted,

/s/ Karl F. Kilguss
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CERTIFICATE OF SERVICE

I certify that on March 27, 2018, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system, the system will send notification of the filing to Plaintiff, Vincent Lucas, who is acting pro se and is a registered user.

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